

through this process. Applicable service establishment charges for switching end users from LSP to SWBT shall be assessed to LSP.

- G. Within five (5) days of the transfer (50 days past LSP's due date), SWBT shall notify all affected end users that because of an LSP's failure to pay, their service is now being provided by SWBT. SWBT shall also notify the end user that they have thirty (30) days to select a local service provider.
- H. SWBT may discontinue service to LSP upon failure to pay undisputed charges as provided in this section, and shall have no liability to LSP or LSP end users in the event of such disconnection.
- I. If any end user fails to select a local service provider within thirty (30) days of the change of providers (80 days past LSP's due date), SWBT shall terminate the end user's service. SWBT shall notify the Commission and the end user's IXC of Record of the names of all end users whose service has been terminated. The end user shall be responsible for any and all charges incurred during the selection period.
- J. Nothing herein shall be interpreted to obligate SWBT to continue to provide service to any such end users. Nothing herein shall be interpreted to limit any and all disconnection rights SWBT may have with regard to such end users.
- K. After disconnect procedures have begun, SWBT shall not accept service orders from LSP until all unpaid charges are paid. SWBT shall have the right to require a deposit equal to one month's charges (based on the highest previous month of service from SWBT) prior to resuming service to LSP after disconnect for nonpayment.

XIII. FORCE MAJEURE

Neither party shall be responsible for delays or failures in performance resulting from acts or occurrences beyond the reasonable control of such Party, regardless of whether such delays or failures in performance were foreseen or foreseeable as of the date of this Agreement, including, without limitation: fire, explosion, power failure, cable cuts, acts of God, war, revolution, civil commotion, or acts of public enemies; any law, order, regulation, ordinance or requirement of any government

or legal body; or labor unrest, including, without limitation, strikes, slowdowns, picketing or boycotts; or delays caused by the other party or by other service or equipment vendors; or any other circumstances beyond the Party's reasonable control. In such event, the Party affected shall, upon giving prompt notice to the other Party, be excused from such performance on a day-to-day basis to the extent of such interference (and the other Party shall likewise be excused from performance of its obligations on a day-for-day basis to the extent such Party's obligations relate to the performance so interfered with). The affected party shall use its best efforts to avoid or remove the cause of non-performance and both parties shall proceed to perform with dispatch once the causes are removed or cease.

XIV. LIMITATION OF LIABILITY

SWBT's liability, if any, for its gross negligence or willful misconduct is not limited by its corresponding tariffs. With respect to any other claim or suit, by a LSP or any others, for damages arising out of mistakes, omissions, interruptions, delays or efforts, or defects in transmission occurring in the course of furnishing service hereunder, SWBT's liability, if any, shall not exceed an amount equivalent to the proportionate charge to the LSP for the period of service during which such mistake, omission, interruption, delay, error, or defect in transmission or service occurs and continues. In no event shall SWBT be responsible for any special, indirect, consequential or exemplary damages. This liability shall be in addition to any amounts that may otherwise be due to the LSP under corresponding tariffs as an allowance for interruptions. However, any such mistakes, omissions, interruptions, delays, errors, or defects in transmission or service which are caused or contributed to by the negligence or willful act of the LSP or which arise from the use of LSP-provided facilities or equipment shall not result in the imposition of any liability whatsoever upon SWBT.

SWBT shall be indemnified and held harmless by the LSP against claims and damages arising from provision of the LSP's services or equipment except those directly associated with the provision of local service to the LSP which is governed by corresponding tariffs.

SWBT shall be indemnified and held harmless from all claims and damages arising from the discontinuance of service for nonpayment to SWBT by the LSP. Notice of discontinuance shall be as specified in the Substantive Rules of the State

Commission.

SWBT shall have no liability to the end users of the LSP for claims arising from the provision of the LSP's service to its end users including but not limited to, claims for interruption of service, quality of service or billing disputes.

When the lines or services of other companies and carriers are used in establishing connections to and/or from points not reached by SWBT's lines, SWBT is not liable for any act or omission of the other companies or carriers.

XV. NONDISCLOSURE

The Parties to this Agreement anticipate and recognize that they will exchange or come into possession of, data about each other's customers and each other's business as a result of this Agreement which will be designated as confidential by that Party. Each Party agrees (1) to treat all such data as strictly confidential and (2) to use such data only for purposes of performance under this Agreement. Each Party agrees not to disclose data on the other Party's customers or business which has been designated as confidential to any person without first securing the written consent of the other Party. The foregoing shall not apply to information which is in the public domain.

If a court or governmental agency orders or a third party requests a Party to disclose or to provide any data or information covered by this Section, that Party will immediately inform the other Party of the order or request both by telephone and overnighted mail before disclosing the data or information. Notification and consent requirements described above are not applicable in cases where a court order requires the production of toll billing records of an individual residence or business end user customer.

This section will not preclude the disclosure by the Parties of information or material described in this Section to consultants, agents, or attorneys representing the respective Parties or the Attorney General for the state of Oklahoma and state regulatory commissions or staffs, or FCC Staff, provided that these third parties are bound by the same or comparable confidentiality requirements as the Parties to this Agreement. The provisions of this Section will remain in effect notwithstanding the termination of this Agreement, unless agreed to in writing by both Parties.

Pursuant to Section 222 of the Act, both Parties agree to limit their use of proprietary information received from the other to the permitted purposes identified in the Act.

XVI. PUBLICITY

The Parties agree not to use in any advertising or sales promotion, press releases or other publicity matters any endorsements, direct or indirect quotes, or pictures implying endorsement by the other Party or any of its employees without such Party's prior written approval. The Parties will submit to each other for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied.

XVII. ASSIGNMENT

Neither Party may assign, subcontract, or otherwise transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with such Party's prior written consent, which consent shall not be unreasonably withheld. Assignment without consent shall be grounds for immediate termination of this Agreement.

XVIII. DISPUTE RESOLUTION

A. Finality of Disputes

No claims shall be brought for disputes arising from this Agreement more than 24 months from the date of occurrence which gives rise to the dispute.

B. Alternative to Litigation

The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or suit to compel compliance with this dispute resolution process, the Parties agree to use the following alternative dispute resolution procedure as their sole remedy with respect to any controversy

or claim of \$25,000 or less, arising out of or relating to this Agreement or its breach. The procedures hereunder may be used with disputes for \$25,000 or more, if mutually agreeable to the Parties.

1. Resolution of Disputes Between Parties to the Agreement

At the written request of a Party, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration and conclusion of these discussions shall be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and correspondence among the representatives for purposes of settlement are exempt from discovery and production and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.

2. Arbitration

If the negotiations do not resolve the dispute within thirty (30) days of the initial written request, the dispute shall be submitted to binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association. A Party may demand such arbitration in accordance with the procedures set out in those rules. Discovery shall be controlled by the arbitrator and shall be permitted to the extent set out in this section. Each Party may submit in writing to a Party, and that Party shall so respond, to a maximum of any combination of thirty-five (35) (none of which may have subparts) of the following:

- (a) Interrogatories
- (b) Demands to produce documents

(c) Requests for admission

Additional discovery may be permitted upon mutual agreement of the Parties. The arbitration hearing shall be commenced within thirty (30) days of the demand for arbitration. The arbitration shall be held in Oklahoma City. The arbitrator shall control the scheduling so as to process the matter expeditiously. The Parties shall submit written briefs five days before the hearing. The arbitrator shall rule on the dispute by issuing a written opinion within twenty (20) days after the close of hearings. The arbitrator has no authority to order punitive or consequential damages. The times specified in this section may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

3. Costs

Each Party shall bear its own costs of these procedures. A Party seeking discovery shall reimburse the responding Party the costs of production of documents (including search time and reproduction costs). The Parties shall equally split the fees of the arbitration and the arbitrator.

XIX. VERIFICATION REVIEWS

Each Party to this Agreement will be responsible for the accuracy and quality of its data as submitted to the respective Parties involved. Upon reasonable written notice, each Party or its authorized representative (providing such authorized representative does not have a conflict of interest related to other matters before one of the Parties) shall have the right to conduct a review and verification of the other Party to give assurances of compliance with the provisions of this Agreement. This includes on-site verification reviews at the other Party's or the Party's vendor locations.

After the initial year of this Agreement verification reviews will normally be conducted on an annual basis with provision for staged reviews, as mutually agreed, so that all subject matters are not required to be reviewed at the same time. Follow up reviews will be permitted between annual reviews where

significant deviations are found. During the initial year of the Agreement more frequent reviews may occur.

The review will consist of an examination and verification of data involving records, systems, procedures and other information related to the services performed by either Party as related to settlement charges or payments made in connection with this Agreement as determined by either Party to be reasonably required. Each Party, whether or not in connection with an on-site verification review, shall maintain reasonable records for a period of time no less than twenty-four (24) months from the date such records are created and provide the other Party with reasonable access to such information as is necessary to determine amounts receivable or payable under this Agreement.

Each Party's right to access information for verification review purposes is limited to data not in excess of 24 months in age. Once specific data has been reviewed and verified, it is unavailable for future reviews. Any items not reconciled at the end of a review will, however, be subject to a follow-up review effort. Any retroactive adjustments required subsequent to previously reviewed and verified data will also be subject to follow-up review. Information of either Party involved with a verification review shall be subject to the nondisclosure terms of this Agreement.

The Party requesting a verification review shall fully bear its costs associated with conducting the review. The Party being reviewed will provide access to required information, as outlined in this Section, at no charge to the reviewing Party. Should the reviewing Party request information or assistance beyond that reasonably required to conduct such a review, the Party being reviewed may, as its option, decline to comply with such request or may bill actual costs incurred in complying subsequent to the concurrence of reviewing Party.

XX.

COMPLIANCE WITH LAWS

The Parties believe in good faith that the Services to be provided under this Agreement satisfy the requirements of the Act. In the event a court or regulatory agency of competent jurisdiction should determine that modifications of this Agreement are required to bring the Services being provided hereunder into compliance with the Act, the affected Party shall promptly give the other Party written notice of the modifications deemed required. Upon delivery of such

notice, the Parties shall expend diligent efforts to arrive at an agreement respecting such modifications required, and if the Parties are unable to arrive at such agreement, either Party may terminate this Agreement, without penalty, effective the day the affected Party is ordered to implement the modifications deemed required, or effective on the day either Party concludes and gives notice that the Parties will not be able to arrive at any agreement respecting such modifications, whichever date shall occur earlier.

This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the applicable state regulatory Commission and the FCC as a compliance filing, and the Parties will specifically request that the applicable state regulatory Commission and the FCC refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. In the event the Commission or the FCC rejects any portion or provision of this Agreement or subsequently issues a ruling or order that results in a provision being contrary to law, or is invalid for any reason, the parties shall continue to be bound by the terms of this Agreement, insofar as possible, except for the portion rejected or subsequently determined to be unlawful, invalid, or unenforceable. In such event, the Parties shall negotiate in good faith to replace the rejected, unlawful, invalid, or unenforceable provision and shall not discontinue service to the other Party during such period if to do so would disrupt existing service being provided to an end user. So long as the Agreement remains in effect, the Parties shall not advocate before any legislative, regulatory, or other public forum that any terms of this specific Agreement be modified or eliminated. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

XXI. CERTIFICATION REQUIREMENTS

LSP warrants that it has obtained all certifications required in those jurisdictions in which LSP has ordered services pursuant to this Agreement. Subject to restrictions in Article II.A. (Permitted Use of Resold Service by LSP and Its End Users), LSP covenants that any originating service provider utilizing the resold services under this Agreement has obtained all required certification.

Upon request by any governmental entity, the LSP is required to provide proof of

certification.

XXII. EFFECT OF OTHER AGREEMENTS

The Parties agree that pursuant to the requirements of the Telecommunications Act of 1996, a Party shall treat the other Party no less favorably than it treats similarly situated local service providers with whom such Party has an operational interconnection or resale agreement which has been approved by the State PUC or PSC. If either Party enters into an agreement (the "Other Agreement") approved by the Commission pursuant to Section 252 of the Act which provides for the provision of arrangements covered in this Agreement to another requesting Telecommunications Carrier, such Party shall make available to the other Party such arrangements upon the same rates, terms and conditions as those provided in the Other Agreement.

XXIII. NEW SERVICES

SWBT shall make telecommunications services that SWBT provides at retail to subscribers who are not telecommunications carriers available for resale consistent with its obligation under §251(c)(4)(A) of the Telecommunications Act. SWBT shall use the Accessible Letter process to notify LSP of new services available for resale during the term of this Agreement. The notification shall advise LSP of the category in which such new service shall be placed and the same discount already applicable to LSP in that category shall apply to the new service.

XXIV. NOTICES

In the event any notices are required to be sent under the terms of this Agreement, they shall be sent by registered mail, return receipt requested to:

To: SWBT
LSP Account Manager
One Bell Plaza
Dallas, Texas 75202

To: Dobson Wireless
Tom Riley
13439 N. Broadway Extension, Suite 200
Oklahoma City, OK 73114

XXV. BENEFICIARIES

This Agreement shall not provide any non-party with any remedy, claim, cause of action or other right.

XXVI. TERM

SWBT and LSP agree that the initial term of this Agreement shall be for 1 years, and thereafter the Agreement shall continue in force and effect unless and until terminated as provided herein. Either Party may terminate this Agreement by providing written notice of termination to the other Party, at least 60 days in advance of the date of termination; provided, no such termination shall be effective prior to the 1st anniversary date of this Agreement. At the conclusion of the first term, this Agreement shall continue without interruption unless terminated by either Party or superseded by a new Agreement between the Parties. By mutual agreement, SWBT and LSP may amend this Agreement to modify the term of this Agreement. Where LSP has not made arrangements to provide service over its own facilities to its end users, the notification and transfer of end user procedures outlined in Article XII. D.-F. (Termination of service to LSP) shall apply.

XXVII. EFFECTIVE DATE

The Parties shall effectuate all the terms of this Agreement within 20 days after the effective date of this Agreement. The effective date of this Agreement shall be the date of the Commission Approval or 20 days following LSP becoming certified by the State Commission, whichever is later.

XXVIII. WAIVER

The failure of either Party to enforce or insist that the other party comply with any of the terms or conditions of this Agreement, or the waiver by either Party in a particular instance of any of the terms and conditions of this Agreement, shall not be construed as a general waiver or relinquishment of the terms and conditions, but the Agreement shall be and remain at all times in full force and effect.

XXIX. DISCLAIMER OF WARRANTIES

SWBT MAKES NO REPRESENTATION OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY AS TO

MERCHANTABILITY OR FITNESS FOR INTENDED OR PARTICULAR PURPOSE WITH RESPECT TO SERVICES PROVIDED HEREUNDER. ADDITIONALLY, SWBT ASSUMES NO RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY LSP WHEN THIS DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

XXX. RELATIONSHIP OF THE PARTIES

This Agreement shall not establish, be interpreted as establishing, or be used by either Party to establish or to represent their relationship as any form of agency, partnership or joint venture. Neither Party shall have any authority to bind the other or to act as an agent for the other unless written authority, separate from this Agreement, is provided. Nothing in the Agreement shall be construed as providing for the sharing of profits or losses arising out of the efforts of either or both of the Parties. Nothing herein shall be construed as making either Party responsible or liable for the obligations and undertakings of the other Party.

XXXI. COMPLETE TERMS

This Agreement, together with its Attachments constitutes the entire agreement between the Parties and supersedes all prior discussions, representations or oral understandings reached between the Parties.

The corresponding tariffs and this Agreement (including the Attachments) contain all of the applicable rates and charges to be paid by the LSP to SWBT in connection with SWBT's provision of telecommunications service to LSP for Resale to its end user customers.

Neither Party shall be bound by any amendment, modification or additional terms unless it is reduced to writing signed by an authorized representative of the Party sought to be bound.

By their signatures in the space provided below, LSP and SWBT indicate their acceptance of this Agreement. This agreement shall not bind LSP and SWBT until executed by both Parties. This Agreement will be governed by and interpreted in accordance with the laws of the State of Oklahoma.

THIS AGREEMENT CONTAINS A BINDING ARBITRATION AGREEMENT.

EVERETT DOBSON 10/9/96
Sign and Print Name: Date:


Position/Title **PRESIDENT**
Dobson Wireless, Inc.

David R. Lopez 10/10/96
Sign and Print Name: Date:


Position/Title
Southwestern Bell Telephone Company

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Life Line and Link Up America Services	17.5%	17.5%
Residence 1 Party	17.5%	17.5%
Residence Measured	17.5%	17.5%
<u>EXPANDED LOCAL CALLING</u>		
Expanded Local Calling (Mandatory)	17.5%	17.5%
Mandatory Extended Area Calling Service (EACS)- 1 Party	17.5%	17.5%
Mandatory EACS - One element measured, 1 Party	17.5%	17.5%
<u>CALL MANAGEMENT SERVICES</u>		
Auto Redial	17.5%	17.5%
Call Blocker	17.5%	17.5%
Call Forwarding	17.5%	17.5%
Call Forwarding - Busy Line	17.5%	17.5%
Call Forwarding - Busy Line/Don't Answer	17.5%	17.5%
Call Forwarding - Don't Answer	17.5%	17.5%
Call Return	17.5%	17.5%
Call Trace	17.5%	17.5%
Call Waiting	17.5%	17.5%
Calling Name	17.5%	17.5%
Calling Number	17.5%	17.5%
ComCall®	17.5%	17.5%
Personalized Ring (1 dependent number)	17.5%	17.5%
Personalized Ring (2 dependent numbers - 1st number)	17.5%	17.5%
Personalized Ring (2 dependent numbers - 2nd number)	17.5%	17.5%
Priority Call	17.5%	17.5%
Remote Access to Call Forwarding	17.5%	17.5%
Selective Call Forwarding	17.5%	17.5%
Simultaneous Call Forwarding	17.5%	17.5%
Speed Calling 8	17.5%	17.5%
Speed Calling 30	17.5%	17.5%
Three Way Calling	17.5%	17.5%
<u>DIRECTORY ASSISTANCE SERVICES</u>	17.5%	17.5%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>OTHER</u>		
Customer Alerting Enablement	17.5%	17.5%
Grandfathered Services	17.5%	17.5%
Hot Line	17.5%	17.5%
Local Operator Assistance Service	17.5%	17.5%
Packages	17.5%	17.5%
Promotions (greater than 90 days)	17.5%	17.5%
Preferred Number Service	17.5%	17.5%
Toll Restriction	17.5%	17.5%
TouchTone	17.5%	17.5%
Voice Dial	17.5%	17.5%
Warm Line	17.5%	17.5%
<u>TOLL</u>		
900 Call Restriction	17.5%	17.5%
Home 800 sm	17.5%	17.5%
IntraLATA MTS	17.5%	17.5%
Toll Billing Exception	17.5%	17.5%
<u>NON-TELECOMMUNICATION SERVICES</u>		
Bill Plus sm	17.5%	17.5%
Consolidated Billing	17.5%	17.5%
Customer Initiated Suspension and Restoral Service	0.0%	0.0%
Enhanced Directory Listings	17.5%	17.5%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>LOCAL EXCHANGE SERVICE</u>		
Business 1 Party	17.5%	17.5%
Business - Multi-Line Hunting	17.5%	17.5%
Semi Public Coin Telephone Service	17.5%	17.5%
Semi Public Coinless Telephone Service	17.5%	17.5%
Semi Public Coinless - Outward only	17.5%	17.5%
Semi Public Outgoing Only/1 Way Originating only	17.5%	17.5%
<u>EXPANDED LOCAL CALLING</u>		
Expanded Local Calling (Mandatory)	17.5%	17.5%
Mandatory Extended Area Calling Service (EACS)- 1 Party	17.5%	17.5%
Mandatory EACS - Hotel/Motel Measured Trunk	17.5%	17.5%
Mandatory EACS - Multi-Line Hunting	17.5%	17.5%
Mandatory EACS - PBX Trunk	17.5%	17.5%
Mandatory EACS - Semi Public - 1 Party	17.5%	17.5%
<u>CALL MANAGEMENT SERVICES</u>		
Auto Redial	17.5%	17.5%
Call Blocker	17.5%	17.5%
Call Forwarding	17.5%	17.5%
Call Forwarding - Busy Line	17.5%	17.5%
Call Forwarding - Busy Line/Don't Answer	17.5%	17.5%
Call Forwarding - Don't Answer	17.5%	17.5%
Call Return	17.5%	17.5%
Call Trace	17.5%	17.5%
Call Waiting	17.5%	17.5%
Calling Name	17.5%	17.5%
Calling Number	17.5%	17.5%
ComCall®	17.5%	17.5%
Personalized Ring (1 dependent number)	17.5%	17.5%
Personalized Ring (2 dependent numbers - 1st number)	17.5%	17.5%
Personalized Ring (2 dependent numbers - 2nd number)	17.5%	17.5%
Priority Call	17.5%	17.5%
Remote Access to Call Forwarding	17.5%	17.5%
Selective Call Forwarding	17.5%	17.5%
Simultaneous Call Forwarding	17.5%	17.5%
Speed Calling 8	17.5%	17.5%
Speed Calling 30	17.5%	17.5%
Three Way Calling	17.5%	17.5%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>DID</u>		
DID (First Block of 100 - Category 1)	17.5%	17.5%
DID (First Block of 10 - Category 1)	17.5%	17.5%
DID (Ea. adl. block of 10 after first 10 - Category 1)	17.5%	17.5%
DID (Ea.adl. block of 100 after first 100 - Category 2)	17.5%	17.5%
DID (Ea.adl. block of 10 assigned over 1st 100 - Category 2)	17.5%	17.5%
DID (with Mutlifrequency)	17.5%	17.5%
DID (with Dual-Tone Multifrequency)	17.5%	17.5%
DID (1st 10 Trunks or access lines)	17.5%	17.5%
DID (11th thru 50th trunk or network access line)	17.5%	17.5%
DID (51st trunk or network access line)	17.5%	17.5%
<u>TRUNKS</u>		
Trunk	17.5%	17.5%
<u>AIN</u>		
Area Wide-Networking	17.5%	17.5%
Caller Intellidata [®]	17.5%	17.5%
Disaster Routing Service	17.5%	17.5%
Intelligent Redirect sm	17.5%	17.5%
Positive ID		
<u>OTHER</u>		
Customer Alerting Enablement	17.5%	17.5%
Grandfathered Services	17.5%	17.5%
Hot Line	17.5%	17.5%
Hunting	17.5%	17.5%
Local Operator Assistance Service	17.5%	17.5%
Night Number associated with Telephone Number	17.5%	17.5%
Night Number associated with a Terminal	17.5%	17.5%
Packages	17.5%	17.5%
Promotions (greater than 90 days)	17.5%	17.5%
Telebranch [®]	17.5%	17.5%
Toll Restriction	17.5%	17.5%
TouchTone	17.5%	17.5%
Voice Dial	17.5%	17.5%
Warm Line	17.5%	17.5%
<u>ISDN</u>		
Select Video Plus [®]	17.5%	17.5%
Smart Trunk sm	17.5%	17.5%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

	AVOIDED COST DISCOUNTS	
	<u>RECURRING</u>	<u>NON-RECURRING</u>
<u>DIRECTORY ASSISTANCE SERVICES</u>	17.5%	17.5%
<u>TOLL</u>		
900 Call Restriction	17.5%	17.5%
IntraLATA MTS	17.5%	17.5%
MaxiMizer 800®	17.5%	17.5%
OutWATS	17.5%	17.5%
Toll Billing Exception	17.5%	17.5%
<u>PLEXAR®</u>		
Plexar I®	17.5%	17.5%
Plexar II®	17.5%	17.5%
<u>PRIVATE LINE</u>		
Analog Private Lines	17.5%	17.5%
Frame Relay	17.5%	17.5%
MicroLink I®	17.5%	17.5%
Multi Point Video	17.5%	17.5%
<u>NON-TELECOMMUNICATION SERVICES</u>		
Bill Plus sm	17.5%	17.5%
Consolidated Billing	17.5%	17.5%
Customer Initiated Suspension and Restoral Service	0.0%	0.0%
Enhanced Directory Listings	17.5%	17.5%

* Some products not available in all areas.

Resale products available subject to state and federal rules, regulations and tariffs.

BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

JOINT APPLICATION OF SOUTHWESTERN BELL)
 TELEPHONE COMPANY AND DOBSON WIRELESS,)
 INC., FOR APPROVAL OF RESALE AGREEMENT)
 PURSUANT TO § 252(e) OF THE)
 TELECOMMUNICATIONS ACT OF 1996.) CAUSE NO. PUD 960 _____

AFFIDAVIT OF ROBERT E. STAFFORD

STATE OF OKLAHOMA)
) ss:
 COUNTY OF OKLAHOMA)

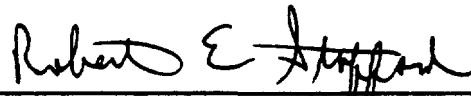
Before me, the undersigned Notary Public, on the 15th day of October, 1996, personally appeared Robert E. Stafford, Division Manager-Regulatory and Industry Relations of Southwestern Bell Telephone Company (SWBT) who, upon being duly sworn on oath, deposed and said the following:

1. My name is Robert E. Stafford. I am over the age of 21, of sound mind and competent to testify to the matters stated herein. I am the Division Manager-Regulatory and Industry Relations for SWBT, and I have knowledge on behalf of SWBT concerning the Resale Agreement between Southwestern Bell Telephone Company and Dobson Wireless, Inc. (Dobson Wireless). I have personal knowledge of the provisions of the Agreement. The parties engaged in diligent negotiations under the Telecommunications Act of 1996, culminating in an executed agreement on October 9 and 10, 1996.
2. The Resale Agreement, together with its schedules, exhibits and appendices incorporated therein, are an integrated package and are the result of good faith arm's-length negotiation and compromise between competitors.
3. The implementation of this Resale Agreement is consistent with the public interest, convenience and necessity. Once Dobson Wireless has effective tariffs, the Resale Agreement will allow the exchange of traffic between SWBT and Dobson Wireless, furthering the transition of telecommunications competition in the State of Oklahoma, a policy which has been advocated by this Commission and the United States Congress. The Agreement allows

diversity in providers and increases customer choices for telecommunications services.

4. This Resale Agreement is pro-competitive in that it allows for Dobson Wireless to compete with SWBT as a provider of local exchange service. The Resale Agreement allows Dobson Wireless' customers to be able to make and receive local telephone calls to the same extent as they could in receiving local telephone service from SWBT, including the ability to have their names listed in the Southwestern Bell white pages, access to 911 with no disparity in dialing, and an ability to place and receive alternatively billed calls.
5. Implementation of the Resale Agreement will provide end users with additional choice for local telephone service subject to the same service quality standards and service capabilities as those required by the Commission's rules and which end users have traditionally come to expect from their local service provider.
6. This Resale Agreement does not discriminate against any telecommunications carriers. The Agreement is available to any similarly situated telecommunications service provider in negotiating a similar agreement.
7. The Resale Agreement allows Dobson Wireless to resell SWBT telecommunications services to both residential and business customers.

Further affiant sayeth not.



ROBERT E. STAFFORD

Division Manager-Regulatory & Industry Relations

Subscribed and sworn to before me this 15th day of October, 1996.



NOTARY PUBLIC

My Commission Expires:

August 28, 2000

AFFIDAVIT

THE STATE OF OKLAHOMA)
)
COUNTY OF OKLAHOMA)

BEFORE ME, the undersigned notary public, appeared Thomas F. Riley, Jr., Executive Vice President of Dobson Wireless, Inc. (hereinafter referred to as "Dobson Wireless"), and being duly sworn, and upon his oath deposed and stated as follows:

1. My name is Thomas F. Riley, Jr. I am over twenty-one (21) years of age, of sound mind, and fully qualified and competent to provide this Affidavit. I am Executive Vice President of Dobson Wireless.

2. I hereby state and affirm that I am familiar with the Interconnection Agreement filed in this Cause by Southwestern Bell Telephone Company and Dobson Wireless ("the Agreement"); that the Agreement (or any portion thereof) does not, in any manner, discriminate against a telecommunications carrier not a party to the Agreement; and that the Agreement (or any portion thereof) is not inconsistent with the public interest, convenience, and necessity.

3. I further state and affirm that expeditious approval of the Agreement will affirmatively promote the public interest by enabling Dobson Wireless to commence offering competitive switched intrastate services, including local exchange service, in the State of Oklahoma.


THOMAS F. RILEY, JR.

Subscribed and sworn to before me this 14th day of October, 1996.


NOTARY PUBLIC

My commission expires: 6-16-2002

INTERCONNECTION AGREEMENT

BETWEEN

SOUTHWESTERN BELL TELEPHONE COMPANY

AND

ICG TELECOM GROUP, INC.

229
BEFORE THE CORPORATION COMMISSION OF THE STATE OF OKLAHOMA

APPLICATION OF SOUTHWESTERN BELL)
TELEPHONE COMPANY FOR APPROVAL OF)
INTERCONNECTION AGREEMENT WITH)
ICG TELECOM GROUP, INC., PURSUANT TO) CAUSE NO. PUD 960000383
§ 252(e) OF THE TELECOMMUNICATIONS)
ACT OF 1996.)

ORDER NO.

410915

HEARING: March 14, 1997
Before Robert E. Goldfield, Arbitrator

APPEARANCES: J. David Jacobson, Attorney
ICG Telecom Group, Inc.
Tracy Parks, Attorney
Southwestern Bell Telephone Company
Mickey S. Moon, Assistant Attorney General
Office of the Attorney General, State of Oklahoma
John W. Gray, Senior Assistant General Counsel
Public Utility Division, Oklahoma Corporation Commission

FINAL ORDER APPROVING INTERCONNECTION AGREEMENT

BY THE COMMISSION:

The Corporation Commission (the Commission) of the State of Oklahoma being regularly in session and the undersigned Commissioners being present and participating, there comes on for consideration and action the request for approval of the Interconnection Agreement (Agreement) entered into between ICG Telecom Group, Inc. (ICG) and Southwestern Bell Telephone Company (SWB).

On December 5, 1996, SWB filed an Application for Approval of Interconnection Agreement with ICG. On December 5, 1996, SWB filed a Motion for a Procedural Schedule requesting the Commission to set a date for hearing for approval of the Interconnection Agreement. By Order No. 409840 dated February 27, 1997, the Commission issued a Scheduling Order setting March 14, 1997, as the date for the hearing on the approval of the Interconnection Agreement.

A hearing was conducted on March 14, 1997, with counsel for ICG, SWB, Staff and the Office of the Attorney General present. An exhibit list was circulated among the parties.

Counsel for ICG stated that the Interconnection Agreement entered into between ICG and SWB is in the best interests of the State of Oklahoma and is non-discriminatory as to any other telecommunications service provider and requested approval of the Agreement by the Commission. Counsel for ICG stated that ICG recognizes that ICG is precluded from providing telecommunications services in Oklahoma under the Interconnection Agreement or otherwise until ICG's Certificate of Convenience and Necessity, which has already been filed and set for hearing, has been approved by the Commission.

Counsel for SWB and Staff counsel concurred in those statements and the request for approval of the Agreement by the Commission with the provision that any services to be provided by ICG are conditioned on the approval of ICG's Certificate of Convenience and Necessity. Staff counsel further stated that Staff had reviewed the Agreement and that it was consistent with the requirements of the Commission's rules for approval of interconnection agreements, that the Agreement is consistent with the public interest, convenience and

necessity and that the Agreement is consistent with the pro-competitive aims of the Federal Act and the Commission's rules governing local exchange competition. No party objected to the approval of the Interconnection Agreement.

FINDINGS OF FACT AND CONCLUSIONS OF LAW

The Commission finds that it has jurisdiction over the above-entitled cause pursuant to 47 U.S.C. § 252 (the Federal Act), Article IX, Section 18 of the Oklahoma Constitution, 17 O.S. (1996) § 131, *et seq.*, and OAC 165:55-17. Further, the Commission finds that the parties have submitted a signed Interconnection Agreement reflecting an agreement for the provision of telecommunications between both parties.

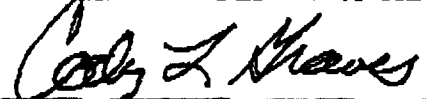
Further, the Commission finds that the Interconnection Agreement is consistent with §§ 251 and 252 of the Federal Act and OAC 165:55-17-5 and 165:55-17-7 and is consistent with the public interest, convenience and necessity, that it does not discriminate against a telecommunications service provider not a party to the Agreement, and that the Agreement is consistent with the pro-competitive aims of the Federal Act and the Commission's rules governing local exchange competition.

The Commission notes that ICG has applied for a Certificate of Convenience and Necessity to provide local exchange service and that a hearing is scheduled on the Application for May 5, 1997. The Interconnection Agreement between ICG and SWB is therefore approved; however, any services to be provided by ICG utilizing services obtained from SWB pursuant to the Agreement are conditioned on approval of ICG's Application for a Certificate of Convenience and Necessity.

ORDER

IT IS THEREFORE THE ORDER OF THE OKLAHOMA CORPORATION COMMISSION that the Interconnection Agreement submitted by ICG and SWB is hereby approved; however, any services to be provided by ICG utilizing services obtained from SWB pursuant to the Agreement are conditioned on approval of ICG's Application for a Certificate of Convenience and Necessity to provide local exchange service in Oklahoma.

CORPORATION COMMISSION OF OKLAHOMA



CODY L. GRAVES, Chairman



BOB ANTHONY, Vice Chairman



ED APPLE, Commissioner

DONE AND PERFORMED THIS 3 DAY OF ^{APRIL} MARCH, 1997, BY ORDER OF THE COMMISSION:



CHARLOTTE W. FLANAGAN, Secretary

Cause No. PUD 960000383
Page 3

REPORT OF THE ARBITRATOR

The foregoing Findings and Order are the Report and Recommendations of the Arbitrator.

Robert E. Goldfield
Robert E. Goldfield
Arbitrator

March 31, 1997
Date